

University Medical Center Of Southern Nevada

CONFIRMATION FORM for RECEIPT OF RFP NO. 2013-14 UMC MASTER PLAN

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2013-14

DESCRIPTION: UNIVERSITY MEDICAL CENTER MASTER PLAN

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 383-2609
Or EMAIL TO: larry.silver@umcsn.com
TYPE or PRINT CLEARLY

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2013-14
UMC MASTER PLAN

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP NO. 2013-14
UMC MASTER PLAN

The purpose of this RFP is to identify superior PROPOSER(s) that can provide a Master Plan which will determine the mix and allocation of hospital and medical facility uses and amenities at the primary University Medical Center of Southern Nevada campus.

The RFP package is available as follows:

By Electronic Mail – Please email a request to Contracts Management at larry.silver@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8291.

- Internet – Visit the Clark County website at www.clarkcountynv.gov/purchasing. Click on “Current Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

Proposals will be accepted at the University Medical Center address specified above on, or before, **August 30, 2013** at 2:00:00 p.m., based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt.

PUBLISHED:
Las Vegas Review Journal
Wednesday July 24, 2013

GENERAL CONDITIONS
RFP NO. 2013-14
UMC MASTER PLAN

1. TERMS

The term "OWNER" or "UMC", as used throughout this document, will mean University Medical Center of Southern Nevada. The term "BCC" as used throughout this document will mean the Board of Hospital Trustees which is the Governing Body of OWNER. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

OWNER is soliciting proposals for a Professional Design Services related to creation of a Master Plan for University Medical Center of Southern Nevada.

3. SCOPE OF PROJECT

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county-owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450, with over 500 beds, a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center and 10 urgent care clinics.

Purpose

The purpose of this RFP is to identify superior PROPOSER(s) that can provide UMC a Master Plan which will determine the mix and allocation of hospital and medical facility uses and amenities at the primary campus. This will involve market research, a needs assessment, public surveys, and a business analysis. Being the only Level I Trauma Center and Burn Center as well as a regional facility in the area; research, marketing studies and requirements must consider the entire urbanized portion of Clark County as well as the region and the nation, where appropriate.

The UMC Master Plan will be used for detailed future Hospital facility construction and maintenance planning; therefore it must address the preservation or modification of existing buildings and internal roadways, identify layout and configuration of facilities, as well as assess development, and operational and maintenance needs. Future construction plans may include LEED certification; concepts that would enhance the ability of the project to meet those requirements should be incorporated into the plan.

UMC will provide management and financial oversight for the UMC Master Plan and the Contracts Department will administer the UMC Master Plan contract.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients. UMC therefore has high expectations of its business partners. It is expected that the business partner will provide quality products and service at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the business partner will work with UMC to ensure that the agreement remains competitive with continual review of market conditions.

4. DESIGNATED CONTACTS

OWNER's representative will be Larry Silver, telephone number (702) 207-8291. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Larry Silver, Contracts Management, larry.silver@umcsn.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is

advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	July 24, 2013
Pre proposal conference	N/A
Question and Answer Period	July 24, 2013 through August 20, 2013
Final Date to Submit Questions	August 20, 2013
Last Day for Addendums	August 25, 2013
RFP Responses Due (2:00 pm)	August 30, 2013
RFP Evaluations	August 30, 2013 through October 31, 2013
Finalists Selection	November 15, 2013
Finalists Oral Presentations	January 15, 2014
Final Selection & Contract Negotiations	January 31, 2014
Award & Approval of the Final Contract	February 14, 2014

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP. OWNER reserves the right to make a multiple award if it is in the best interest of OWNER.

Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and present the contract(s) to the BCC for approval. A sample contract is attached hereto and incorporated by reference herein as Exhibit B.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

PROPOSER shall submit 1 clearly labeled original and 11 copies of their proposal. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the RFP number and title. No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailling instructions for proposals:

Hand Delivery

University Medical Center
Contracts Management
Trauma Center Building
800 Rose Street, Suite 408
Las Vegas, Nevada 89106

RFP No. 2013-14
UMC MASTER PLAN

U.S. Mail Delivery

University Medical Center
Contracts Management
1800 West Charleston Blvd
Las Vegas, Nevada 89102

RFP No. 2013-14
UMC MASTER PLAN

Express Delivery

University Medical Center
Contracts Management
800 Rose Street, Suite 408
Las Vegas, Nevada 89106

RFP No. 2013-14
UMC MASTER PLAN

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped to later than 2:00:00 p.m. on the RFP opening date. RFPs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the RFP opening.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to OWNER's representative in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from OWNER's representative. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from OWNER's representative.

14. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in

their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify OWNER if OWNER is assessed any fine, judgement, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. CONTRACT

A sample of OWNER's Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. EVALUATION CRITERIA

Proposals should contain the following information:

A. **Organizational Information**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.

2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Agreement or that could materially affect Owner's decision.
4. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.

B. Financial Statement

Provide financial statements that reflect PROPOSER's financial ability to complete this project. (Proposers that fail to provide financial information may be deemed non-responsive)

C. Experience

Include a brief resume of all similar projects your firm has performed for the past 5-7 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of PROPOSER's history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the State of Nevada.

D. Staff Qualifications and Availability

Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

E. References

Provide a list of 4 references that include hospitals with 500+ beds with which your organization is currently or previously contracted. Include hospital name, contact name, contact phone number and contact email address.

F. Fee

Please set forth your proposed fee schedule for the project/deliverables as described in your proposal and Scope of Project.

G. Conceptual Treatment of Project and Work Plan

Describe in detail PROPOSER's approach to the project as described in Exhibit A, Scope of Project. Include a preliminary project plan that includes:

PROPOSER's concept of the project including the methodology to be used and the major deliverables to be produced.

Any assumptions.

Any constraints.

Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and

PROPOSER resource assignments, critical path and OWNER's review cycles.

State why PROPOSER is best suited to perform the services for this project.

H. Documentation Samples

Provide samples of the documentation formats that will be used to complete the project.

I. Compliance with OWNER'S Standard Contract

OWNER's Standard Contract (not customized for this service) is attached for your review. Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract.

If OWNER's Standard Contract is not acceptable, provide a sample of your proposed contract.

J. Disclosure of Ownership/Principals

PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal.

K. Other

Other factors PROPOSER determines appropriate which would indicate to OWNER that PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

Exhibit A

SCOPE OF PROJECT

- A. The overall objective of this project is to develop a comprehensive Master Plan for the 22-acre Medical District site.
- B. The Plan will develop a layout and configuration of hospital facilities and amenities; vehicular and pedestrian circulation systems; utility connections; and preservation or modification of internal existing roadways to be enhanced. The Plan will address both a mid-term (5 year), and long-term (10-year) phasing plans.
- C. The Plan must address transportation and roadway needs and alternatives, including automobile, pedestrian, and public transit systems. Additionally, roadway connections and design standards must align with existing and proposed City roadways.
- D. The Plan must identify all utility needs, including water, power, sewer, etc.
- E. The Plan must address growth options, including opportunities to include the University Of Nevada School Of Medicine (UNSOM) on-site, the changing in-patient hospital model and acute-care environment as it relates to in-patient bed requirements.
- F. The plan will identify phasing strategies and prepare cost estimates, based on the preferred phasing, for the development of the Master Plan (mid and long term). The plan will have flexibility to allow portions of scope to intermingle or be completed separately from one-and-other. The respective phases will be defined and prepared so as to move into construction drawings, based on available funding.
- G. The Plan will include necessary maps, charts, graphs and design standards that will be useful to the development of future detailed plans and construction documents; in short it will serve as the foundation for the future design and construction of the Medical District site.
- H. In order to develop the Master Plan, the project must include a comprehensive Needs Assessment, for the basis of planning and design decisions. The Needs Assessment will include but not be limited to:
- A county-wide hospital and hospital care inventory to determine availability and quality of existing facilities.
 - A user-based survey of all hospitals in the Las Vegas valley to assess the needs and demands for current and/or additional services.
 - A market study of unique medical facilities (trauma, burn unit, children's trauma, etc), not found elsewhere in Clark County.

- A case study of comparable medical districts in other southwestern states, including a compilation of illustrations and plans, to assist in identifying trends and modern concepts in medical district development.
- The Master Plan will include a Business Analysis and Financial Assessment which will include:
 - Market Analysis
 - Operation and Management Structures
 - Marketing Strategies
 - Funding Scenarios, including Public-Private Partnerships (P3)
 - Prospective Financial Data

I. The Master Plan must be consensus based; therefore, effective communications, public outreach, and stakeholder management plans are required. The project will include conducting a series of focused stakeholder interviews, organizing an Executive Committee, conducting user surveys, holding public outreach meetings, and will include public presentation to the BCC and UMC Management. It may also include presentations to the Hospital Board of Trustees. Use of Internet technologies, including the development and management of a project website, beyond posting meeting schedules and documents will be necessary for public outreach.

III. Business License Requirements

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a UMC facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

- a. Clark County Business License is Required if:
 - 1. A business is physically located in unincorporated Clark County, Nevada.
 - 2. The work to be performed is located in unincorporated Clark County, Nevada.
- b. Register as a Limited Vendor Business Registration if:
 - 1. A business is physically located outside of unincorporated Clark County, Nevada
 - 2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov , go to "Business License Department"
(http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

Exhibit B

Sample Contract

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

CONTRACT FOR UMC MASTER PLAN

2013-14

NAME OF FIRM
DESIGNATED CONTACT, NAME AND PROJECT (Please type or print)
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(AREA CODE) AND TELEPHONE NUMBER
(AREA CODE) AND FAX NUMBER
E-MAIL ADDRESS

CONTRACT FOR //TITLE//

This Contract is made and entered into this ____ day of _____ 201__, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (hereinafter referred to as OWNER), and //LEGAL NAME// (hereinafter referred to as //TYPE//), for //SERVICE// SERVICES FOR //PROJECT// (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, the //TYPE// has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$ _____, including all travel, lodging, meals and miscellaneous expenses.

WHEREAS, the //TYPE// has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and //TYPE// agree as follows:

SECTION I: RESPONSIBILITY OF //TYPE//

- A. It is understood that in the performance of the services herein provided for, //TYPE// shall be, and is, an independent contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, //TYPE// has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by //TYPE// in the performance of the services hereunder. //TYPE// shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the //TYPE// agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. //TYPE// acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. //TYPE// recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, OWNER may declare the //TYPE// in breach of the Contract, terminate the Contract, and designate the //TYPE// as non-responsible.
- D. //TYPE// acknowledges that //TYPE// and any subcontractors, agents or employees employed by //TYPE// shall not, under any circumstances, be considered employees of OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of //TYPE// or any of its officers, employees or other agents.
- E. The //TYPE// shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the //TYPE//, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, //TYPE// shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the //TYPE// to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. //TYPE// will not produce a work product which violates or infringes on any copyright or patent rights. The //TYPE// shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by OWNER of

any products or services furnished by //TYPE// shall not in any way relieve the //TYPE// of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of //TYPE//s services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and //TYPE// shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by //TYPE//s performance or failures to perform under this Contract.

- G. //TYPE// shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by //TYPE//s associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of //TYPE// be unable to complete his or her responsibility for any reason, the //TYPE// will replace him or her with a qualified person. If //TYPE// fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by //TYPE// for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by //TYPE// to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. //TYPE// shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. Drawings and specifications remain the property of the //TYPE//. Copies of the drawings and specifications retained by OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by //TYPE// during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. //TYPE// shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The //TYPE// agrees that its officers and employees will cooperate with OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- K. The //TYPE// will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.
- L. //TYPE// has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by OWNER.
- M. The //TYPE// agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.
- N. The rights and remedies of OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF OWNER

- A. OWNER agrees that its officers and employees will cooperate with //TYPE// in the performance of services under this Contract and will be available for consultation with //TYPE// at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by //TYPE// under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, //COORD//, //CODEPT//, telephone number (702) //COPH// or their designee. OWNER's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform //TYPE// by written notice before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to //TYPE//. It is understood that OWNER's representative's review comments do not relieve //TYPE// from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by //TYPE// as it may request, any data which OWNER has available, including as examples only and not as a limitation:
1. Copies of reports, surveys, records, and other pertinent documents.
 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.
- //TYPE// shall return any original data provided by OWNER.
- E. OWNER shall assist //TYPE// in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- F. //TYPE// will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent //TYPE//.

SECTION III: SCOPE OF WORK

Services to be performed by the //TYPE// for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

J. SECTION IV: CHANGES TO SCOPE OF WORK

- A. OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the //TYPE//s cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT OR _____ shall be made and this Contract shall be modified in writing accordingly. Any claim of the //TYPE// for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the //TYPE// of notification of change unless OWNER grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by the //TYPE// shall be furnished without the written authorization of OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to pay //TYPE// for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed fee amount of \$_____. OWNER's obligation to pay //TYPE// cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the //TYPE// and it shall be the //TYPE//s responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fixed fee.
- B. The //TYPE// will be entitled to progress payments in accordance with the completion of tasks indicated in the Scope of Work (**Exhibit A**).
- C. The //TYPE// will be entitled to progress payments in accordance with the completion of tasks indicated in the Milestones exhibit (**Exhibit D**).
- D. Payments
1. Payment of invoices will be made within 60 calendar days after receipt of an accurate invoice that has been reviewed and approved by OWNER's representative.
 2. OWNER's representative shall notify the //TYPE// in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph D.1 above. Upon resolution of the disputed amount by OWNER and the //TYPE//, payment will be made in accordance with paragraph D.1 above.
 3. No penalty will be imposed on OWNER if OWNER fails to pay //TYPE// within 60 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
 4. In the event that legal action is taken by OWNER or the //TYPE// based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
 5. ALL payments shall be due within 60 calendar days after receipt of the invoice.
 6. OWNER shall subtract from any payment made to //TYPE// all damages, costs and expenses caused by //TYPE//s negligence, resulting from or arising out of errors or omissions in //TYPE//s work products, which have not been previously paid to //TYPE//.
 7. Invoices shall be submitted to University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 West Charleston Boulevard, Las Vegas, Nevada 89102
- E. Owner's Fiscal Limitations
1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit OWNER's financial responsibility as indicated in Sections 2 and 3 below.
 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
 3. OWNER's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the //TYPE//.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the //TYPE//, without prior written approval of OWNER.
- B. Approval by OWNER of //TYPE//s request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve //TYPE// of responsibility for the professional and technical accuracy and adequacy of the work.

- C. //TYPE// shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by //TYPE//'s subcontractor or its sub-subcontractor.
- D. The compensation due under Section V shall not be affected by OWNER's approval of //TYPE//'s request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

- 1. Time is of the essence of this contract.
- 2. //TYPE// shall complete the PROJECT in accordance with the milestones contained in **Exhibit D** of this Contract.
- 3. If the //TYPE//'s performance of services is delayed or if the //TYPE//'s sequence of tasks is changed, //TYPE// shall notify OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to OWNER's written approval.
- 4. In case of failure on the part of the //TYPE// to complete the work within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, the //TYPE// shall pay to OWNER, as liquidated damages, the sum of \$_____for eachcalendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by OWNER in completing the work.
- 5. In the event that the //TYPE// fails to complete the PROJECT within the time specified in the Contract, or with such additional time as may be granted in writing by OWNER or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the //TYPE// shall pay to OWNER, as liquidated damages, the sum of \$_____for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by OWNER in completing the work.

B. Suspension

OWNER may suspend performance by //TYPE// under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to //TYPE// at least 10 working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay //TYPE// its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. //TYPE// shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event OWNER suspends performance by //TYPE// for any cause other than the error or omission of the //TYPE//, for an aggregate period in excess of 30 days, //TYPE// shall be entitled to an equitable adjustment of the compensation payable to //TYPE// under this Contract to reimburse //TYPE// for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by OWNER.

C. Termination

- 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.

2. This Contract may be terminated in whole or in part by OWNER for its convenience; but only after the //TYPE// is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with OWNER prior to termination.
3. If termination for default is effected by OWNER, OWNER will pay //TYPE// that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the //TYPE// at the time of termination may be adjusted to the extent of any additional costs occasioned to OWNER by reason of the //TYPE//'s default.
4. If termination is for OWNER's convenience, OWNER shall pay the //TYPE// that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
5. Upon receipt or delivery by //TYPE// of a termination notice, the //TYPE// shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to OWNER's representative, copies of all deliverables as provided in Section 1 paragraph I.
6. Upon termination, OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the //TYPE// shall cease conducting business, OWNER shall have the right to make an unsolicited offer of employment to any employees of the //TYPE// assigned to the performance of this Contract.
7. If after termination for failure of the //TYPE// to fulfill contractual obligations it is determined that the //TYPE// has not so failed, the termination shall be deemed to have been effected for the convenience of OWNER.
8. The rights and remedies of OWNER and the //TYPE// provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
9. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of //TYPE//s principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within //TYPE//s control.

D. Covenant Against Contingent Fees

The //TYPE// warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Gratuities

1. OWNER may, by written notice to the //TYPE//, terminate this Contract if it is found after notice and hearing by OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the //TYPE// or any agent or representative of the //TYPE// to any officer or employee of OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.

2. In the event this Contract is terminated as provided in paragraph 1 hereof, OWNER shall be entitled:
 - a. to pursue the same remedies against the //TYPE// as it could pursue in the event of a breach of this Contract by the //TYPE//; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by OWNER) which shall be not less than 3 nor more than 10 times the costs incurred by the //TYPE// in providing any such gratuities to any such officer or employee.
3. The rights and remedies of OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Insurance

The //TYPE// shall obtain and maintain the insurance coverages required in **Exhibit B** incorporated herein by this reference. The //TYPE// shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverages in their prices.

G. Indemnity

The //TYPE// does hereby agree to defend, indemnify, and hold harmless OWNER and the employees, officers and agents of OWNER from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the //TYPE// or the employees or agents of the //TYPE// in the performance of this Contract.

H. Subcontractor Information

The //TYPE// shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by the //TYPE// is for OWNER's information only.

I. Audits

The performance of this contract by the //TYPE// is subject to review by OWNER to insure contract compliance. The //TYPE// agrees to provide OWNER any and all information requested that relates to the performance of this contract. All request for information will be in writing to the //TYPE//. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

J. Covenant

The //TYPE// covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. //TYPE// further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Assignment

Any attempt by //TYPE// to assign or otherwise transfer any interest in this Contract without the prior written consent of OWNER shall be void.

L. Governing Law

Nevada law shall govern the interpretation of this Contract.

M. Term of Contract

OWNER agrees to retain //TYPE// for the period from _____ through _____, with the option to renew for _____, _____-year periods, subject to the provisions of Sections V and VII herein. During this period, //TYPE// agrees to provide services as required by OWNER within the scope of this Contract.

N. Confidential Treatment of Information

//TYPE// shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

O. ADA Requirements

All work performed or services rendered by //TYPE// shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

P. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

TO //TYPE//: _____

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
BRIAN G. BRANNMAN
Chief Executive Officer

//TYPE//:

//LEGAL NAME//

By: _____
//NAME//
TITLE

Exhibit A – Scope of Work

[To be added at time of contract]

EXHIBIT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, //TYPE// SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

Format/Time: The //TYPE// shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by OWNER. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Best Key Rating: OWNER requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

Owner Coverage: OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The //TYPE//s insurance shall be primary as respects OWNER, its officers and employees.

Endorsement/Cancellation: The //TYPE//s general liability insurance policy shall be endorsed to recognize specifically the //TYPE//s contractual obligation of additional insured to Owner. All policies must note that OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by //TYPE// and any auto used for the performance of services under this Contract.

Professional Liability: The //TYPE// shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of OWNER.

Workers' Compensation: The //TYPE// shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a //TYPE// that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the //TYPE// has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Failure To Maintain Coverage: If the //TYPE// fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the //TYPE// to stop the work, declare the //TYPE// in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the //TYPE// or deduct the amount paid from any sums due the //TYPE// under this Contract.

Additional Insurance: The //TYPE// is encouraged to purchase any such additional insurance as it deems necessary.

Damages: The //TYPE// is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the //TYPE//, their subcontractors or anyone employed, directed or supervised by //TYPE//.

Cost: The //TYPE// shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by the //TYPE//’s Insurance Company representative:

- 1) Insurance Broker’s name, complete address, phone and fax numbers.
- 2) //TYPE//’s name, complete address, phone and fax numbers.
- 3) Insurance Company’s Best Key Rating
- 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- 6) Worker’s Compensation
- 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.
- 9) Appointed Agent Signature to include license number and issuing state



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER
	FAX (A/C No.):	BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COMPANY'S

BEST KEY

RATING

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.	X					MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					OTHER	\$
	describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Insert Project Name). UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER**CANCELLATION**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 WEST CHARLESTON BOULEVARD
LAS VEGAS, NV 89102**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The Certificate Holder is named as an additional insured.

ATTACHMENT 1
AFFIDAVIT
(for use by Sole Proprietor's Only)

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as Bid No. _____/RFP No. _____/CBE No. _____, entitled _____;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, ____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _
_____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

☐

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

EXHIBIT D
MILESTONES
(EXAMPLE)

ACTIVITY	PERCENTAGE OF WORK	AMOUNT

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners (“BCC”) in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed.

Type of Business – Indicate if the entity is an Individual, Partnership, Limited Liability Corporation, Corporation, Trust, Non-profit, or Other. When selecting ‘Other’, provide a description of the legal entity.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

(1)

(a) Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

(b) Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

(c) Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

(d) Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

(e) Nevada Business Enterprise (NBE):

Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

(f) Large Business Enterprise (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation, list all Corporate Officers and members of the Board of Directors only.

For All Contracts –

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 3 for definition). If **YES**, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business					
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
Business Designation Group (For informational purposes only)					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
Business Name:					
(Include d.b.a., if applicable)					
Business Address:					
Business Telephone:				Email:	
Business Fax:					
Local Business Address					
Local Business Telephone:				Email:	
Local Business Fax:					

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

"Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name	Title	% Owned (Not required for Publicly Traded Corporations)

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please disclose on the attached Disclosure of Relationship form.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)